

1
2
3
4
5
6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA**
8

9 MITRA ERAMI, MARIA MCGLYNN,
10 BRITTANY SANCHEZ, individually and
11 on behalf of other members of the general
12 public similarly situated,

13 Plaintiffs,
14 vs.
15 JPMORGAN CHASE BANK, National
16 Association,
17 Defendant.

Case No.: 2:15-cv-07728-PSG-PLA

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Date: September 10, 2018
Time: 1:30 p.m.
Courtroom: 6A
Hon. Philip S. Gutierrez

18
19
20
21
22
23
24
25
26
27
28

[PROPOSED] FINAL ORDER AND JUDGMENT

The Court, having considered the parties' Stipulation of Settlement and Release ("Stipulation") and all other materials properly before the Court, and having conducted an inquiry pursuant to Section 216(b) of the Fair Labor Standards Act of 1938 and Rule 23 of the Federal Rules of Civil Procedure, hereby finds and orders as follows:

1. Unless otherwise defined herein, all terms used in this Order (the "Final Order and Judgment") will have the same meaning as defined in the Stipulation.

2. The Court has jurisdiction over the subject matter of this action, the Plaintiffs, the Class Members, and JPMorgan Chase Bank, N.A.

3. The Court finds that the Settlement was the product of protracted, arms-length negotiations between experienced counsel. The Court grants final approval of the Settlement, including the releases and other terms, as fair, reasonable and adequate as to the Parties, the Claimants, and the Qualified Class Members (collectively, the “Settling Parties”). The Settling Parties are directed to perform in accordance with the terms set forth in the Stipulation.

4. The Court finds that there were no written objections to the Settlement.

5. The Courts find that one Class Member has opted out of the settlement and is not bound by its release. That individual is Rebecca Campos.

6. The Court finds that the procedures for notifying the Class about the Settlement, including the Class Notice and related documents, constituted the best notice practicable under the circumstances to all Class Members, and fully satisfied all necessary requirements of due process. Based on the evidence and other materials submitted to the Court, the Class Notice to the Class Members provided adequate, due, sufficient and valid notice of the Settlement.

7. The Court finds, for settlement purposes only, that the Class satisfies

1 the applicable standards for certification under Fed. R. Civ. P. 23 and 29 U.S.C.
2 § 216(b).

3 8. The Action is dismissed on the merits and with prejudice,
4 permanently barring the Plaintiffs and all other Claimants and Qualified Class
5 Members from filing, commencing, prosecuting, or pursuing the claims Released
6 by the Stipulation whether or not on a class or collective action basis, or from
7 participating in any class or collective action involving such claims.

8 9. Class Counsel's request for attorneys' fees and litigation costs and
9 expenses in this action is approved as follows: Class Counsel are hereby awarded
10 \$2,777,777 for attorneys' fees and reimbursement of litigation costs and expenses
11 in the amount of \$54,665.13 which the Court finds were reasonably incurred in
12 prosecution of this case.

13 10. The enhancement awards for the Named Plaintiffs, as set forth in
14 Paragraph V.d.iii of the Stipulation of Settlement and Release, are approved to
15 compensate them for their unique services in initiating and maintaining this
16 litigation.

17 11. Nothing relating to this Order, or any communications, papers, or
18 orders related to the Settlement, shall be cited to as, construed to be, admissible as,
19 or deemed an admission by Defendant or Releasees of any liability, culpability,
20 negligence, or wrongdoing toward the Plaintiffs, the Class Members, or any other
21 person, or that class or collective action certification is appropriate in this or any
22 other matter. There has been no determination by any Court as to the merits of the
23 claims asserted by Plaintiffs against Defendant or as to whether a class should be
24 certified, other than for settlement purposes only. Furthermore, nothing in this
25 Agreement shall be cited to as, construed to be, admissible as, or considered any
26 form of waiver of any alternative dispute resolution agreements, provisions, or
27 policies by Defendant or Releasees.

28 12. The action is dismissed on the merits and with prejudice, and

1 Plaintiffs, Class Members, and Claimants, or anyone acting on their behalf, shall
2 be barred and enjoined from: filing, or taking any action directly or indirectly, to
3 commence, prosecute, pursue or participate on a class or collective action basis
4 any action, claim or proceeding against Defendant in any forum in which any of
5 the claims subject to the Settlement are asserted, or which in any way would
6 prevent any such claims from being extinguished; or seeking, whether on a
7 conditional basis or not, certification of a class or collective action that involves
8 any such claims.

9 13. The Court shall have exclusive and continuing jurisdiction over this
10 Action for the purposes of supervising the implementation, enforcement,
11 construction, administration, and interpretation of the Stipulation and this Final
12 Approval Order.

13 14. The Parties are ordered to carry out the Settlement as provided in the
14 Stipulation.

15 15. This document shall constitute a judgment for purposes of Rule 58 of
16 the Federal Rules of Civil Procedure.

17

18 **IT IS SO ORDERED.**

19

20

21 Dated: _____, 2018

22 _____
23 Honorable Philip S. Gutierrez
24 Central District of California
25
26
27
28